

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Solid Waste Management

AGENDA DATE: 03/29/05

CONTACT PERSON/PHONE: City Manager, Joyce A. Wilson, (915) 541-4844

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Personal Services Contract

BACKGROUND / DISCUSSION:

The Environmental Services Director position will not only assume the duties of the Solid Waste Management Director but also the duties of assisting the City Administration with the development of a formal environmental management program for the City; the possible consolidation of all code enforcement efforts and a determination of the best location and oversight for those functions; a possible consideration of other public works consolidation and integration; and recommendations for service expansions in areas of recycling, fats, oil and grease disposal and management, and other related environmental efforts.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

Salary and benefits budgeted for FY05
Fund Source: 34010289-40403-34000

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) LM

FINANCE: (if required) _____

OTHER: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

CITY COUNCIL
SUSAN AUSTIN, DISTRICT 1
ROBERT A. CUSHING, JR., DISTRICT 2
ALEXANDRO LOZANO, DISTRICT 3
JOHN F. COOK, DISTRICT 4
PRESI ORTEGA, JR., DISTRICT 5
PAUL J. ESCOBAR, DISTRICT 6
VIVIAN ROJAS, DISTRICT 7
ANTHONY W. COBOS, DISTRICT 8

OFFICE OF THE CITY MANAGER

March 22, 2005

TO: Mayor and City Council
FROM: Joyce Wilson, City Manager
SUBJ: Appointments

I have completed two key management recruitments and will be bringing forward appointments as follows for your approval at the 3/29/05 City Council meeting.

Deputy City Manager for Finance and Administrative Services. I am recommending that William Studer be appointed permanently to this position with an annual salary of \$125,000, which is consistent with what he was earning in the provisional capacity. This is a civil service appointment, so all applicable provisions of the City Charter and Civil Service Rules apply to this position in terms of benefits, rights and responsibilities.

Director of Environmental Services. I am recommending that Ellen Smyth be appointed as the Environmental Services Director under a personal services employment contract until we complete the budget process and reorganization recommendations. She would be employed at an annual salary of \$103,000, along with all other employee benefits afforded other full-time contractual employees. I recruited for the permanent solid waste director position through the normal civil service process and then determined that the salary range for this directorship was substantially below those of other department heads of major operating departments. Given Ms. Smyth's credentials, the complexity of the solid waste management program, expansions anticipated and other environmental needs for the city, it was inappropriate to attempt to hire her permanently at a salary that was \$8,000 to \$10,000 below salaries of some of the recently appointed department heads who have less scope of responsibilities than this position. I've been advised that to reclassify this position under the Civil Service Rules would require me to post the job again and restart the entire process. Given that one of the major reorganization recommendations for FY 2006 will be the creation of a broader environmental services and management program for the City, it was more prudent to offer Ms. Smyth this opportunity now and then do one major reclassification at such time that the City Council approved a new agency and related budget. This is what I'm proposing and request Council's support of this approach.

Ms. Smyth would be tasked with all current work of the Solid Waste Management Department, exploring and recommending appropriate expansions for recycling, transfer station expansion and upgrades, FOG facility and/or partnership. In addition, she would be charged with exploring and making recommendations for the most appropriate consolidation and integration of the city's

environmental management functions, which are now housed in several different city agencies and for the most part understaffed. For a city of this size and geographic location, a more comprehensive and developed environmental management program is essential.

Both Ms. Smyth and Mr. Studer have demonstrated experience and expertise in their respective disciplines and have made significant contributions to the organization and management team during their relatively short interim tenures with the City. I might also note that in the interim situation, neither applicant was eligible for any benefits outside of salary (including holiday leave/pay), regardless of how many hours they worked during any week. Both were ranked #1 on the candidates' lists, so they are deserving of the appointments.

Please let me know if you have questions or concerns regarding the above. I will make sure resumes are attached to the staff reports on these Council actions.

Date: March 24, 2005

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Contract between the **CITY OF EL PASO** and **ELEANOR A. SMYTH**, as an Environmental Services Director, at a biweekly rate of \$3,961.54. The term of the contract shall be for the period of March 30, 2005 through March 29, 2006.

APPROVED this 29th day of March 2005.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Maria Guadalupe Martinez
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ELEANOR A. SMYTH**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Solid Waste Management Department, desires to employ the Employee as an Environmental Services Director; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Solid Waste Management Department, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the Solid Waste Management Department.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about March 30, 2005 and be completed by March 29, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Three Thousand Nine Hundred Sixty-One and 54/100 Dollars (\$3,961.54). The Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not

currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

H. Employee has the option of receiving either a car allowance of Three Hundred Fifty and 00/100 (\$350.00) dollars per month payable on pro rata basis with each salary check; in the alternative, given the use of a City vehicle for use related solely to her job performance and duties. Should the employee elect to utilize a City owned vehicle, Employee agrees to adhere to and follow the "Take-Home Vehicle" Policy which applies to such use. The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the

rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Solid Waste Management Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after thirty (30) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Employee, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the approval of the City Manager. Employee acknowledges that she has no right of appeal with respect to such termination.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties

under this Contract.

9. **NOTICE.** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Building and Planning Services
Attn: Deputy City Manager
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Eleanor A. Smyth

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 29th day of March, 2005.

CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO CONTENT:

EMPLOYEE:

Patricia D. Aduato, Deputy City Manager
Building and Planning Services

Eleanor A. Smyth
SSN:

APPROVED AS TO FORM:

Maria Guadalupe Martinez
Assistant City Attorney

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary

ATTACHMENT “A”

The Environmental Services Director position will not only assume the duties of the Solid Waste Management Director but also the duties of assisting the City Administration with the development of a formal environmental management program for the City; the possible consolidation of all code enforcement efforts and a determination of the best location and oversight for those functions; a possible consideration of other public works consolidation and integration; and recommendations for service expansions in areas of recycling, fats, oil and grease disposal and management, and other related environmental efforts.

ELEANOR (Ellen) ANN SMYTH, P.E.

Education:

Master of Public Administration, New Mexico State University, Las Cruces, New Mexico, 1999.
Bachelor of Science, Civil/Environmental Engineering, Texas A & M University, College Station, Texas, 1981.
Master of Pastoral Studies (Theology), Loyola University, New Orleans, Louisiana, August 2001.
Stephen F. Austin High School, El Paso, Texas, June 1977.

Professional Registrations:

Professional Engineer, Texas, 1986, No. 59535.
Professional Engineer, New Mexico, 1997, No. 13555

Professional Associations:

International Board Rep, SWANA, Solid Waste Association of North America, N.M. Roadrunner Chapter
Member, ASPA, American Society of Public Administrators
Member, New Mexico Chapter National Recycling Coalition
Member, American Society of Civil Engineers
Member, American Society of Professional Engineers
Member, Texas Association of Environmental Professionals

Areas of Expertise:

Solid Waste Management—landfills, transfer stations, recycling
Management of Facilities and Contract oversight
Personnel and Human Resource Issues
Finance, Accounting and Budgeting
Health and Safety
Regulatory Compliance, Auditing, and Site Evaluations
Strategic Planning and Direction
Technical Writing and Public Speaking
Environmental Engineering & Remediation

Professional Experience:

Director of City of El Paso Solid Waste Management. Director of South Central Solid Waste Authority for the City of Las Cruces and Doña Ana County, New Mexico. Senior Environmental Engineer for Waste Management of Texas. These positions include responsibilities in the engineering, operation, maintenance, management, regulatory compliance, personnel, finance & accounting, health & safety, and contract oversight associated with a municipal solid waste transfer station and landfill facility. Currently this includes approximately 250 employees, and a \$25 million annual operating budget.

Additional Training:

Utility Management Institute, Water and Wastewater Systems, NadBank, San Antonio, Texas, 2002.
Effective Supervisory Practices, Level I and II, 1995.
Computer-Aided Design Drafting, North Harris County Community College, Houston, Texas, 1994.
Instructor, Meeting Leading, 1990-1991.
Cathodic Protection, Kilgore Community College, Kilgore, Texas, 1990.
Designing Activated Sludge Plants, Vanderbilt University, Nashville, Tennessee, 1985.
Business Accounting, Stephen F. Austin State University, Nacogdoches, Texas, 1983.

Employment History:

July 8, 2004 – present City of El Paso, Director of Solid Waste Management
1996 – June 2004 South Central Solid Waste Authority, Las Cruces, New Mexico--Director
1993 - 1996 Waste Management Technologies (WMX):
Houston Area Recycle and Disposal Facilities--landfill engineer
RUST Environment & Infrastructure, Houston, Texas--design engineer
1982 - 1991 Texas Eastman Company, Division of Eastman Kodak, Longview, Texas